

1 Certifying Class and Subclass for Settlement Purposes; (2) Appointing Class Representatives; (3)
2 Appointing Class Counsel; (4) Preliminarily Approving Class Settlement; (5) Approving Class
3 Notice; and (6) Scheduling Fairness Hearing, dated November 19, 2012. (Dkt. No. 27) (the
4 “Preliminary Approval Order”). I submit this Declaration in order to provide the Court with
5 information regarding the dissemination of Notice, Claims Administration, and the posting of the
6 Full Notice and Claim Form on the Settlement Website in accordance with the Preliminary
7 Approval Order and as set forth in paragraph 3.3 of the Settlement Agreement.

8 DISSEMINATION OF NOTICE

9 3. Internet Publication. Pursuant to the Preliminary Approval Order and Paragraph
10 3.3(a) of the Settlement Agreement, GCG formatted the Full Notice and Claim Form, and
11 established an official website, www.ShippingRebateMembershipSettlement.com (the “Settlement
12 Website”), in order to post the Full Notice and Claim Form filed with the Court. These documents
13 were printable in PDF electronic form, and Class Members were able to download these
14 documents from the website through the Claim Form Deadline of March 19, 2013. Additionally,
15 Class Members had the option to access and submit their Claim Forms electronically online.
16 Copies of the Full Notice and Claim Form are attached hereto as Exhibit A and Exhibit B,
17 respectively. The Settlement Website became available on January 18, 2013, has been
18 continuously available to the present, and is accessible 24 hours per day, seven days per week.

19 4. Email Notice. Pursuant to the Preliminary Approval Order and Paragraph 3.3(b) of
20 the Settlement Agreement, GCG formatted emails containing the Summary Notice for each Class
21 Member for whom Clarus Marketing Group, LLP (“CMG”) has a facially valid email address,
22 including Class Members who previously indicated that they did not wish to receive any
23 communications from CMG. On January 18, 2013, GCG caused the Email Notice to be emailed to
24 1,404,905 email addresses. A sample of the Email Notice is attached hereto as Exhibit C.

25 5. Direct Notice. Pursuant to the Preliminary Approval Order and Paragraph 3.3(c) of
26 the Settlement Agreement, GCG mailed postcards containing the Summary Notice by Direct U.S.
27 Mail to those Class Members for whom the Email Notice was undeliverable and for whom CMG
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1 has a facially valid United States postal address, including Class Members who previously
2 indicated that they did not wish to receive any communications from CMG. On February 1, 2013,
3 GCG caused the Summary Notice to be mailed to 178,499 individuals. A sample of the Summary
4 Notice by Direct U.S. Mail is attached hereto as Exhibit D.

5 EXCLUSION REQUESTS

6 6. Pursuant to the terms of the Preliminary Approval Order, Class Members who
7 wished to be excluded from the Settlement were required to submit their Exclusion Request to
8 GCG, postmarked no later than March 19, 2013. As of March 25, 2013, GCG has received 45
9 timely, valid Exclusion Requests from Class Members. As of March 25, 2013, GCG has received
10 an additional 17 timely, invalid Exclusion Requests. Each invalid Exclusion Request will be sent a
11 deficiency letter providing an opportunity to cure their deficiency. A list of people who requested
12 Exclusion, whether valid or invalid, is attached hereto as Exhibit E.

13 OBJECTIONS

14 7. Pursuant to the terms of the Preliminary Approval Order, Class Members who wished to
15 object to the Settlement were required to file their objection with the Court no later than March 19,
16 2013. As of March 25, 2013, GCG has not received any objections from Class Members, timely or
17 otherwise.

18 I declare under penalty of perjury under the laws of the United States that the
19 foregoing is true and correct.

20 Executed this 25th day of March, 2013, at Seattle, Washington.

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23 Jennifer M. Keough
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Daniel Cox, et al. v. Clarus Marketing Group, LLC, et al.

Case No. 11-cv-2711-H (RBB)

United States District Court for the Southern District of California

You are receiving this Notice to inform you of a proposed settlement of a class action lawsuit entitled *Daniel Cox, et al. v. Clarus Marketing Group, LLC, et al.*, Case No. 11-cv-2711-H (RBB), pending in the United States District Court for the Southern District of California (the "Action").

The proposed settlement ("Settlement") is on behalf of a nationwide class of persons (the "Class") defined as: All persons who, between February 16, 2007 and November 19, 2012, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com's Insider's Club or FreeShipping.com.

The Settlement is also on behalf of a nationwide subclass of persons (the "Subclass") defined as: All persons who, between April 1, 2009 and December 13, 2009, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com's Insider's Club or FreeShipping.com by entering his or her email address and zip code (as opposed to additional contact and billing information) to enroll.

The Provide Commerce, Inc. websites include ProFlowers.com, RedEnvelope.com, CherryMoonFarms.com, SecretSpoon.com (formerly operated), and Berries.com (also known as Shari's Berries) (collectively the "Provide Commerce Websites"). Excluded from the Class are (a) Defendants Provide Commerce, Inc. ("Provide Commerce") and Clarus Marketing Group, LLC ("CMG") (collectively the "Defendants"), (b) any entities in which Provide Commerce or CMG have a controlling interest or which have a controlling interest in Provide Commerce or CMG, (c) the officers, directors, employees, subsidiaries, affiliates, and attorneys of Provide Commerce or CMG, and (d) the Judges presiding over the Action and any of their employees or immediate family members. **The Settlement will resolve the Action in which it was alleged, among other things, that persons were enrolled in FreeShipping.com's Insider's Club or FreeShipping.com (collectively "FreeShipping.com"), were charged membership fees without their knowledge or consent, and did not receive an appropriate confirmation of their enrollment.**

The proposed Settlement will provide benefits to the Class and Subclass as described more fully below. The benefit that will be provided to Class Members who are not Subclass Members will be provided without any action required by those Class Members. One of the benefits available to certain eligible Subclass Members is available only through the claims process described below. But the other benefit is available to all Subclass Members and will be provided without any action required by Subclass Members.

The Court has granted preliminary approval of the Settlement, and a hearing on the fairness of the proposed Settlement has been set for April 29, 2013 at 10:30 a.m. before the Honorable Marilyn L. Huff in Courtroom 15A of the U.S. District Court for the Southern District of California, United States Courthouse Annex, 333 West Broadway, San Diego, CA 92101. At that time, the Court will determine whether the Settlement is fair, reasonable, and adequate, and will also consider the request of Class Counsel for attorneys' fees and costs, incentive awards for the class representatives, and any objections. This Notice explains the nature of the Action and provides a summary of the proposed Settlement, your rights, obligations, and options under the proposed Settlement, all of which are further explained below. You should read this Notice carefully because it will affect your legal rights and obligations regardless of whether you take any action.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

1. What is this Notice and why should I read it?

This Notice is to inform you of a proposed Settlement of a class action lawsuit entitled *Daniel Cox, et al. v. Clarus Marketing Group, LLC, et al.*, Case No. 11-cv-2711-H (RBB), which is referred to in this Notice as the "Action." This Notice provides a summary of the proposed Settlement and the benefits available to Class and Subclass Members. This Notice also provides Class and Subclass Members with an explanation of their rights, obligations, and options under the proposed Settlement and the deadlines within which to exercise them.

2. What is a class action lawsuit and what is this Action about?

A class action lawsuit is a legal action in which one or more people seek to represent a large group of people called the "class." The purpose of a class action lawsuit is to resolve at one time all of the similar legal claims of the members of the group. Here, the Named Plaintiffs in the Action alleged that they and other persons were enrolled in FreeShipping.com without their knowledge or consent after placing an order for merchandise with a Provide Commerce Website and did not receive an appropriate confirmation of their enrollment. The Named Plaintiffs have asserted various legal claims, including claims for conversion, declaratory relief, negligence, invasion of the right to privacy under the California Constitution, invasion of privacy, and for violations of the Racketeer Influenced and Corrupt Organizations Act, the Electronic Funds Transfer Act, the Consumers Legal Remedies Act, California's Unfair Competition Law, the Connecticut Unfair Trade Practices Act, and Michigan Compiled Laws § 600.2919a. Defendants deny any wrongdoing or liability whatsoever, and no court or other entity has made any judgment or other determination of liability on the merits of the Named Plaintiffs' allegations.

3. Why is there a proposed Settlement?

The Court has not decided in favor of either side in the case. The Named Plaintiffs believe their claims have merit. Defendants deny all allegations of wrongdoing or liability against them whatsoever and further contend that their conduct was lawful at all times. Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the interferences with and disruption to ongoing business operations that are associated with litigation. Plaintiffs and their attorneys believe that the proposed Settlement is in the best interest of the Class because it provides an appropriate recovery for Class and Subclass Members now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

The proposed Settlement was reached after several months of negotiations, including a mediation session before an impartial mediator.

4. Who is included in the proposed Settlement?

By Order dated November 19, 2012, the Court provisionally certified this case as a class action for purposes of effectuating the proposed Settlement with the Class defined as: All persons who, between February 16, 2007 and November 19, 2012, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com's Insider's Club or FreeShipping.com. The Court also certified a Subclass, consisting of: All persons who, between April 1, 2009 and December 13, 2009, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com's Insider's Club or FreeShipping.com by entering his or her email address and zip code (as opposed to additional contact and billing information) to enroll. Excluded from the Class and the Subclass are (a) Provide Commerce and CMG, (b) any entities in which Provide Commerce or CMG have a controlling interest or which have a controlling interest in Provide Commerce or CMG, (c) the officers, directors, employees, subsidiaries, affiliates, and attorneys of Provide Commerce or CMG, and (d) the Judges presiding over the Lawsuit and any of their employees or immediate family members.

5. What benefits does the proposed Settlement provide and what are my options?

The Settlement provides certain benefits to Class Members and certain other benefits to Subclass Members.

The Class is defined as: All persons who, between February 16, 2007 and November 19, 2012, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com's Insider's Club or FreeShipping.com.

The Subclass is defined as: All persons who, between April 1, 2009 and December 13, 2009, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled in FreeShipping.com's Insider's Club or FreeShipping.com by entering his or her email address and zip code (as opposed to additional contact and billing information) to enroll.

Class Members

As part of the proposed Settlement, all Class Members who are not Subclass Members will automatically be sent by email one fully transferable code good for 20% off a merchandise order placed online at ProFlowers.com, RedEnvelope.com, Berries.com, or CherryMoonFarms.com ("20% Off Code").

If the Settlement is approved by the Court, and you are a Class Member who is not a Subclass Member, you will automatically be sent by email the 20% Off Code. No further action is required on your part to obtain this benefit, unless you received a notice on a postcard by U.S. Mail, in which case you must provide a valid email address to the Claims Administrator in order to be sent the 20% Off Code by email. The 20% Off Code will not be sent until after the Court approves the proposed Settlement, with the timing more fully described in the Settlement Agreement. The 20% Off Code is subject to the following terms: (i) expires one year after distribution date; (ii) not valid for order or delivery of merchandise on February 4 to 14, 2013, May 1 to 12, 2013, and December 16 to 24, 2013 (and corresponding time periods in 2014 through the expiration date); (iii) one 20% Off Code per eligible Class Member; (iv) not redeemable for cash and not refundable; (v) will not be replaced if lost or stolen; (vi) not valid for Same Day, International, or Wedding Services (including, not valid on www.floristexpress.net, www.floristexpressonline.net, www.fruitbaskettoday.com, and ProFlowersInternational.com), third-party hosted products (e.g. wine), or for the purchase of Giftcards; (vii) not combinable with discount or gift codes, cannot be used with hyperlink or URL-based offers (including certain email offers or third-party promotions) or previous purchases, but does apply to markdown, bundled, and discounted products; and (viii) must be used in a single transaction (no change, credit, or cash given, and any balance not used is lost).

Subclass Members

As part of the proposed Settlement, Subclass Members may be eligible for a monetary benefit if Subclass Members meet certain eligibility requirements (as further described below). All Subclass Members that are not eligible for a monetary benefit will automatically be sent by email one fully transferable code good for \$15 off a merchandise order valid only for online purchases at ProFlowers.com, RedEnvelope.com, Berries.com, or CherryMoonFarms.com ("15 Credit").

Defendants will collectively pay a total of \$500,000 ("Settlement Fund") to be distributed to eligible Subclass Members. If you are a member of the Subclass, you may be eligible for a payment from the Settlement Fund. To be eligible for this potential benefit, a Subclass Member must submit a Claim Form signed under penalty of perjury stating, among other things, that he/she did not knowingly authorize his/her enrollment in FreeShipping.com and did not take advantage of any of the benefits of FreeShipping.com. Only Subclass Members who were actually enrolled in FreeShipping.com and were charged fees are eligible to receive a payment from the Settlement Fund. Some Subclass Members enrolled in FreeShipping.com but were not charged any fees at all. This could have occurred for a variety of reasons, including that their credit card was not accepted or that they cancelled their membership before the expiration of the free trial period. Subclass Members who were not charged any fees will not be entitled to a payment, but will automatically receive the \$15 Credit. Next, Subclass Members who used any of the benefits of FreeShipping.com are not eligible to receive a payment. Further, no Subclass Member will be entitled to receive a payment to the extent he/she already received a full refund of fees charged. Some Subclass Members cancelled their memberships and received a full or partial refund of their monthly membership fees. Other members received a full or partial refund through a chargeback, which is a bank-initiated reversal or return of charges or transfers of funds from the individual's credit card or bank account. No member will be entitled to receive a payment to the extent he/she already received a full refund or chargeback of fees he/she paid for FreeShipping.com.

Depending on the number and value of claims received, the payment to be received by an eligible Subclass Member will be equal to the amount of fees that the Subclass Member paid for FreeShipping.com, less any partial refund or chargeback received for such fees, up to a maximum payment of \$36.00. The Settlement Fund may be sufficient to pay the full amount of all claims. If the value of claims submitted exceed in dollar amount the amount of the Settlement Fund, eligible Subclass Members' payments will be reduced on a pro-rated basis. Payments to eligible Subclass Members will not be sent until after the Court approves the proposed Settlement, with the timing more fully described in the Settlement Agreement.

To the extent the claims submitted do not exceed in dollar amount the amount of the Settlement Fund, or any payments mailed are returned to the Claims Administrator as undeliverable, any unclaimed portion of the Settlement Fund will be paid to California Western School of Law with the payment specified to be used for a chair, professorship, fellowship, lectureship, seminar series, or similar funding, gift, or donation program developed and coordinated between Provide Commerce and California Western School of Law (depending on the amount of the remainder) regarding internet privacy or internet data security.

Enrollment in FreeShipping.com, eligibility for a payment, the amount of fees paid and not previously refunded, and all information provided in the Claim Form will be subject to verification through CMG's records by the Claims Administrator, and those records will have a rebuttable presumption of accuracy. Defendants are also entitled, at their option, to review submitted Claim Forms. You may submit a Claim Form by mail or electronically by going to the homepage at www.ShippingRebateMembershipSettlement.com and following the instructions provided on the website. You can also obtain a Claim Form by writing to the Claims Administrator at: Shipping Rebate Membership Settlement, c/o GCG, PO Box 35041, Seattle, WA 98124-3508. **Your Claim Form must be completed and submitted by March 19, 2013 to be eligible for this potential benefit.** The submission date is deemed to be the date (a) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. mail, or by date of delivery if sent by FedEx, UPS, or comparable courier, or (b) in the case of submission electronically through the Settlement website, the date the Claims Administrator receives the Claim Form as evidenced by the transmission receipt.

All Subclass Members that are not eligible for a monetary benefit (including those that may potentially be eligible or qualify for the monetary benefit, but fail or choose not to submit a Claim Form) will automatically be sent by email the \$15 Credit. If the Settlement is approved by the Court, and you are a Subclass Member that will receive the \$15 Credit, you will automatically be sent by email the \$15 Credit. No further action is required on your part to obtain this benefit, unless you received a notice on a postcard by U.S. Mail, in which case you must provide a valid email address to the Claims Administrator in order to be sent the \$15 Credit by email. The \$15 Credit will not be sent until after the Court approves the proposed Settlement with the timing more fully described in the Settlement Agreement. The \$15 Credit is subject to the following terms: (i) expires one year after distribution date; (ii) not valid for order or delivery of merchandise on February 4 to 14, 2013, May 1 to 12, 2013, and December 16 to 24, 2013 (and corresponding time periods in 2014 through the expiration date); (iii) one \$15 Credit per eligible Subclass Member; (iv) not redeemable for cash and not refundable; (v) will not be replaced if lost or stolen; (vi) not valid for Same Day, International, or Wedding Services (including, not valid on www.floristexpress.net, www.floristexpressonline.net, www.fruitbaskettoday.com, and ProFlowersInternational.com), third-party hosted products (e.g. wine), or for the purchase of Giftcards; (vii) not combinable with discount or gift codes, cannot be used with hyperlink or URL-based offers (including certain email offers or third-party promotions) or previous purchases, but does apply to markdown, bundled, and discounted products; and (viii) must be used in a single transaction (no change, credit, or cash given, and any balance not used is lost).

If the Settlement is approved by the Court, Defendants will also separately pay for (i) all fees and costs incurred by the Claims Administrator for the administration of the Settlement, including, but not limited to, preparing, issuing, distributing, emailing, and monitoring all necessary notices and forms, declarations, filings, and related documents, including developing, maintaining, and operating an Internet website specifically created for the Settlement of this action, communicating with and responding to Class Members, computing Settlement Payments from the Settlement Fund to eligible Subclass Members that have made valid claims, establishing or maintaining an account for the Settlement Fund, and distributing payments out of the Settlement Fund, (ii) Named Plaintiffs' incentive awards of up to \$5,000 each for plaintiffs Cox, Lynch, and Hall, and (iii) Class Counsel's attorneys' fees and costs award of up to, and not more than, \$640,000 in fees and costs.

6. Who represents the proposed Settlement Class?

The Court has approved the appointment of the following lawyers and law firms ("Class Counsel") as counsel for the Class Members:

James R. Patterson
PATTERSON LAW GROUP, APC
402 West Broadway, 29th Floor
San Diego, CA 92101

David Bower
FARUQI & FARUQI, LLP
1901 Avenue of the Stars, 2nd Floor
Los Angeles, CA 90067

Mazin Sbaiti
BARON & BUDD PC
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219

L. Timothy Fisher
BURSOR & FISHER, P.A.
1990 North California Blvd, Suite 940
Walnut Creek, CA 94596

From the beginning of the case in 2011 to the present, Class Counsel has not received any payment for their services in prosecuting this case or in obtaining this proposed Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees and costs in a total amount of up to, and not more than, \$640,000 in fees and costs to be paid by Defendants. Defendants have agreed not to oppose Class Counsel's application for an award of attorneys' fees and costs up to this amount. If the Court approves Class Counsel's motion or application for fees and costs, it will be paid by Defendants. Class Members will not have to pay anything toward the fees or costs of Class Counsel. You do not need to hire your own lawyer because Class Counsel is working on your behalf and will seek final approval of the Settlement on behalf of the Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

7. How can I exclude myself from the Settlement Class?

Any Class Member (including Subclass Members) has the right to be excluded from the Class by written request. If you wish to be excluded from the Class, you must send a letter or postcard to the Claims Administrator stating: (a) the name of the Action, "*Daniel Cox, et al. v. Clarus Marketing Group, LLC, et al.*"; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement. **A Class Member's exclusion request must be postmarked no later than March 19, 2013 and sent to the Claims Administrator at the following address:**

Shipping Rebate Membership Settlement
c/o GCG
PO Box 35041
Seattle, WA 98124-3508

A request for exclusion that does not include all of the above information, that is sent to an address other than the one listed above, or that is not timely postmarked will not be valid, and the person requesting exclusion will be considered a member of the Class and be bound by the Settlement as a Class Member (or Subclass Member).

If you properly and timely request to exclude yourself from the Class, you will not have any rights as a member of the Class pursuant to the proposed Settlement, will not receive any of the proposed Settlement's benefits described in this Notice, will not be bound by any further orders or the judgment entered in the Action, and will remain able to pursue any claims alleged in the Action against Defendants on your own, at your own expense, and with your own counsel. If you proceed on an individual basis after excluding yourself from the Class, you may receive more, or less, of a benefit than you would otherwise receive under this proposed Settlement, or no benefit at all.

8. How can I object to the Settlement?

If you do not exclude yourself from the Class, you can comment in opposition to the Settlement, which is known as an objection, and you have the right to appear before the Court to express your opposition. **Your written objection in opposition to the Settlement must be submitted in writing and filed with the Court by March 19, 2013.** The address for the Clerk of the Court is as follows: Office of the Clerk, U.S. District Court for the Southern District of California, 333 West Broadway, San Diego, CA 92101. You must also send copies of your written objection in opposition to the Settlement to the attorneys for the parties at the following addresses:

Class Counsel:

James R. Patterson
PATTERSON LAW GROUP, APC
402 West Broadway, 29th Floor
San Diego, CA 92101

Counsel for Provide Commerce and CMG:

Michael G. Rhodes
Leo P. Norton
COOLEY LLP
4401 Eastgate Mall
San Diego, CA 92121-1909

To be valid and considered by the Court, any such written objection must include the following information: (1) a heading referring to *Daniel Cox, et al. v. Clarus Marketing Group, LLC, et al.*, Case No. 11-cv-2711-H (RBB); (2) your name, email address, postal address, and telephone number; (3) a detailed statement of each objection you are making, the factual and legal basis for each objection, and the relief that you are requesting; (4) a list of and copies of all documents or other exhibits that you may seek to use at the Fairness Hearing; and (5) a statement of whether you intend to appear, either in person or through counsel, at the Fairness Hearing. You may, but need not, file and serve your objection through counsel of your choice, and you may appear at the Fairness Hearing either in person or through personal counsel hired at your expense. If you do make your objection or appearance at the Fairness Hearing through an attorney, you will be responsible for your personal attorney's fees and costs. Also, if you intend to appear at the Fairness Hearing through personal counsel hired at your expense, you must identify the counsel's name, postal address, phone number, email address, and the state bar(s) to which the counsel is admitted in your written objection. Any Points and Authorities submitted in support of your written objection must contain any and all legal authority upon which you will rely.

If you do not submit a written objection to the proposed Settlement or the motion or application of Class Counsel for Named Plaintiffs' incentive awards and Class Counsel's attorneys' fees and costs in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing.

If you do not object as described above, and you do not exclude yourself from the Class, you will be deemed to have consented to the Court's certification of and jurisdiction over the Class, and to have released the claims at issue against Defendants as explained below and will otherwise be bound by the proposed Settlement.

9. When and where is the Fairness Hearing?

The Fairness Hearing has been set for **April 29, 2013 at 10:30 a.m. before the Honorable Marilyn L. Huff in Courtroom 15A of the U.S. District Court for the Southern District of California, United States Courthouse Annex, 333 West Broadway, San Diego, CA 92101.** The Court will hear any comments from the parties or objections concerning the fairness of the proposed Settlement at the Fairness Hearing, including the amount requested by Class Counsel for Named Plaintiffs' incentive awards and Class Counsel's attorneys' fees and costs.

You **do not** need to attend the Fairness Hearing to remain a Class Member (or Subclass Member) or to obtain any benefits under the proposed Settlement. You or your own personal attorney may attend the hearing if you wish, at your own expense. You do not need to attend this hearing to have a properly filed and served written objection as described in Section 8 to be considered by the Court.

10. What is the effect of final Settlement approval?

If the Court approves the proposed Settlement after the Fairness Hearing, it will enter a judgment dismissing the Action with prejudice and releasing all related legal claims against the Defendants and parties related to them (the "Released Parties") based on the allegations in the Action. This means that Class Members (including Subclass Members) will be forever barred from bringing, continuing, or being part of any other lawsuit based on their enrollment or membership in FreeShipping.com, any charges or fees incurred for membership in FreeShipping.com, or any of the allegations in the Action. If you do not exclude yourself from the Class, the proposed Settlement will be your sole mechanism for obtaining any relief and you will be barred from suing Provide Commerce or CMG in an effort to obtain additional payments or relief. If you are a Class Member (including a Subclass Member) and do not want to be barred from bringing, continuing, or being part of such a lawsuit, you must exclude yourself from the Class and the proposed Settlement through the procedures outlined above in Section 7.

Named Plaintiffs and all Class Members (which includes all Subclass Members) who do not validly and timely request to be excluded from the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives release and forever discharge defendants Provide Commerce, Inc. and Clarus Marketing Group, LLC, and each of their respective direct or indirect parents, wholly or majority owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with them, or any of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions, or other conduct that have or could have been alleged or otherwise referred to in the Action including, but not limited to, (i) the marketing, advertising, enrollment, registration, disclosure of membership billing terms, handling of personal or financial information, or sharing of contact and payment information as they relate to FreeShipping.com, (ii) the past or continued billing, debiting, or charging of fees associated with FreeShipping.com, (iii) the adequacy or inadequacy of any notification of enrollment or copy of authorization to debit accounts for any fees associated with FreeShipping.com (or any alleged failure to provide a copy of such authorization), and (iv) any and all claims for violations of the Racketeer Influenced and Corrupt Organizations Act, violations of the Electronic Funds Transfer Act, declaratory relief, conversion, negligence, invasion of the right to privacy under the California Constitution, invasion of privacy, violations of the Consumers Legal Remedies Act, violations of California's Unfair Competition Law, violations of California's Unfair Competition Law resulting from alleged violation of the Restore Online Shoppers Confidence Act, violations of the Connecticut Unfair Trade Practices Act, and violations of Michigan Compiled Laws § 600.2919a (the "Released Claims").

With respect to the Released Claims, the Named Plaintiffs and all Class Members (which includes Subclass Members) who do not validly and timely request to be excluded from the Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Named Plaintiffs and all Class Members, including Subclass Members, fully understand that the facts in existence at the time this Settlement Agreement is executed and entry of the Preliminary Approval Order may be different from the facts now believed by Named Plaintiffs, Class Members (which includes Subclass Members), and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that this Settlement Agreement remains effective despite any difference in facts. Further, Named Plaintiffs and the Class Members (which includes Subclass Members) agree that this waiver is an essential and material term of this release and the Settlement Agreement that underlies it and that without such waiver the Settlement Agreement would not have been accepted or agreed to.

If the proposed Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. There can be no assurance that, if the Settlement is not approved and the case resumes, Class Members (or Subclass Members) will recover more than what is provided for under the Settlement, or will recover anything at all.

11. Where can I get more information about the proposed Settlement?

This Notice provides only a summary of the matters relating to the Settlement. More detailed information is provided in the Settlement Agreement. You can view the Settlement Agreement and obtain more information about the Settlement at <http://www.ShippingRebateMembershipSettlement.com>. In order to see the complete case file, including the Settlement Agreement and all other pleadings and papers filed in the Action, you should visit the website of the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://pacer.psc.uscourts.gov>. You may also visit or call the Clerk's office at the United States Courthouse Annex located at 333 West Broadway, San Diego, CA 92101, (619) 557-5600. The Clerk will tell you how to obtain the file for inspection and copying at your own expense, but will not address any questions about the proposed Settlement or the Action.

PLEASE DO NOT CONTACT THE COURT (INCLUDING THE CLERK OF THE COURT OR THE JUDGE), PROVIDE COMMERCE, INC., CLARUS MARKETING GROUP, LLC, OR FREESHIPPING.COM WITH QUESTIONS ABOUT THE SETTLEMENT, ANY OF THE BENEFITS PROVIDED UNDER THE SETTLEMENT, OR THE ACTION

PLEASE ADDRESS ANY FURTHER CONTACT TO THE CLAIMS ADMINISTRATOR AT

Shipping Rebate Membership Settlement
c/o GCG
PO Box 35041
Seattle, WA 98124-3508
administrator@ShippingRebateMembershipSettlement.com

Dated: January 18, 2013

By: Order of the United States District Court for the Southern District of California
HONORABLE MARILYN L. HUFF
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT B

1

(attach additional pages if necessary)

Defendants Provide Commerce, Inc. and Clarus Marketing Group, LLC may verify the accuracy of your claim.

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EXHIBIT C

IF YOU PLACED AN ORDER FOR MERCHANDISE ON A WEBSITE OPERATED BY PROVIDE COMMERCE, INC. BETWEEN FEBRUARY 16, 2007 AND NOVEMBER 19, 2012, AND WERE SUBSEQUENTLY ENROLLED IN FREESHIPPING.COM'S INSIDER'S CLUB OR FREESHIPPING.COM, YOU MIGHT BE A CLASS MEMBER IN A LAWSUIT TITLED *DANIEL COX, ET AL. V. CLARUS MARKETING GROUP, LLC, ET AL.*, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CASE NO. 11-CV-2711-H (RBB). A PROPOSED SETTLEMENT OF THIS NATIONWIDE CLASS ACTION HAS BEEN REACHED. IF YOU ARE A CLASS MEMBER, THE PROPOSED SETTLEMENT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

The Court has granted preliminary approval of the Settlement and set a hearing on the fairness of the proposed Settlement for April 29, 2013 at 10:30 a.m. before the Honorable Marilyn L. Huff in Courtroom 15A of the U.S. District Court for the Southern District of California, United States Courthouse Annex, 333 West Broadway, San Diego, CA 92101. At that time, the Court will determine whether the Settlement is fair, reasonable, and adequate, and will also consider the request of Class Counsel for attorneys' fees and costs and incentive awards for the Class Representatives, as well as any objections. As part of the proposed Settlement, all Class Members who are not Subclass Members will automatically be sent by email one transferable 20% Off Code valid only for online orders of merchandise at certain Provide Commerce, Inc. websites (with certain other limitations described in the Full Notice). No further action is required by eligible Class Members to obtain this 20% Off Code. Subclass Members may be eligible for a monetary benefit if Subclass Members meet certain eligibility requirements and submit a Claim Form signed under penalty of perjury. More detailed information about the nature of and eligibility for this potential benefit is set forth in the Full Notice. All Subclass Members who are not eligible for a monetary benefit will automatically be sent by email one transferable \$15 Off Code valid only for online orders of merchandise at certain Provide Commerce, Inc. websites (with certain other limitations described in the Full Notice). No further action is required by such Subclass Members to receive this \$15 Off Credit. You can view and download the Full Notice of the proposed Settlement, a copy of the Claim Form, and obtain other information at the Claims Administrator's website: www.ShippingRebateMembershipSettlement.com. You may also request a copy of the Full Notice and a Claim Form from the Claims Administrator by mail:

Shipping Rebate Membership Settlement
c/o GCG
P.O. Box 35041
Seattle, WA 98124-3508

You have until **March 19, 2013** to exclude yourself from the Class or to object to the Settlement, as well as to submit a Claim Form. You will be deemed part of the Class and to have released Clarus Marketing Group, LLC and Provide Commerce, Inc. from all claims as described in the Full Notice and Settlement Agreement if you do not request to be excluded from the Settlement before March 19, 2013.

Your claim number is: 9876543
Your control number is: 9876543210
Our records show your name is: John Doe

The United States District Court for the Southern District of California has ordered this email to be sent. If you wish to UNSUBSCRIBE from future email messages from the Claims Administrator with regard to this settlement, please click on this [link](#).

EXHIBIT D

IF YOU PLACED AN ORDER FOR MERCHANDISE ON A WEBSITE OPERATED BY PROVIDE COMMERCE, INC. BETWEEN FEBRUARY 16, 2007 AND NOVEMBER 19, 2012, AND WERE SUBSEQUENTLY ENROLLED IN FRESHIPPING.COM'S INSIDER'S CLUB OR FRESHIPPING.COM, YOU MIGHT BE A CLASS MEMBER IN A LAWSUIT TITLED *DANIEL COX ET AL. V. CLARUS MARKETING GROUP, LLC, ET AL.*, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA, CASE NO. 11-CV-2711-H (RBB). A PROPOSED SETTLEMENT OF THIS NATIONWIDE CLASS ACTION HAS BEEN REACHED. IF YOU ARE A CLASS MEMBER, THE PROPOSED SETTLEMENT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

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Shipping Rebate Membership Settlement

c/o GCG

P.O. Box 35041

Seattle, WA 98124-3508

You have until **March 19, 2013** to exclude yourself from the Class or to object to the Settlement, as well as to submit a Claim Form. You will be deemed part of the Class and to have released Clarus Marketing Group, LLC and Provide Commerce, Inc. from all claims as described in the Full Notice and Settlement Agreement if you do not request to be excluded from the Settlement before March 19, 2013.

EXHIBIT E

COX, ET AL. V. CLARUS MARKETING GROUP, LLC, ET AL.

	GCG ID No.	Name	City	State
1	1912642	ROLF SERINGHAUS	KITCHENER	ON
2	2268263	DANIELA MERCADANTE	SAINT-LEONARD	QC
3	1325644	CURTIS DAVIS	BRADFORD	MA
4	1587518	TINA CAREY	MILLIS	MA
5	2301691	STEPHEN BRUSH	MONMOUTH	ME
6	1013072	LINDA GUTTROFF	BONDVILLE	VT
7	2306220	KATHLEEN BATEAU	ROSELLE	NJ
8	2144993	JUDITH E. HUGGINS	CHEEKTOWAGA	NY
9	2202236	JONATHON HAUENSCHILD	CABOT	PA
10	2230519	CAROL CHROMIAK	ALLENTOWN	PA
11	2160217	RACHEL HORN	WASHINGTON	DC
12	2102210	BEVERLY TROSSBACH	HOLLYWOOD	MD
13	2073750	JEFFREY RYAN	OAKLAND	MD
14	1276272	SANDY SCHWARTZ	FAIRFAX	VA
15	2411861	DAVID CAGLE	HOLLY SPRINGS	NC
16	1986391	TIFFANY HENDRICK	MORRISVILLE	NC
17	2050591	EDWARD POOLE	WARNER ROBINS	GA
18	1427500	BRIAN FISHER	LIBERTY TOWNSHIP	OH
19	1163300	CHUCK DEBOW	NOBLESVILLE	IN
20	1839462	GINGER KRAMER	ANGOLA	IN
21	1628081	MATTHEW DUNCKLEY	TRAVERSE CITY	MI
22	1878377	DIANNE DE WIT	ROCK VALLEY	IA
23	1899187	ANDREW BROWN	NORTH LIBERTY	IA
24	2411319	ESTATE OF MICHAEL MOORE	FRANKLIN	WI
25	2244649	CASEY BRESSER	MADISON	WI
26	1954441	JULIE TALENS	APPLETON	WI
27	1883596	KRISTINA LARSON	CYRUS	MN
28	2323408	MARCY WYLIE	GREAT FALLS	MT
29	2245891	LESLIE CLAIRE	MORRIS	IL
30	1650503	PRASAD SANKAR	CHICAGO	IL
31	1724270	STACIE FAUST	KANSAS CITY	MO
32	1553425	ASHLEY ZEILER	SAINT JOSEPH	MO
33	2145244	SUELLEN GONYAW	DURANT	OK
34	2428155	DEAN N RUMFIELD	GRANDBURY	TX
35	1669465	SAM CURL	GRANBURY	TX
36	2287402	ADEEL ASHIA	SUGARLAND	TX
37	1187765	SUZANNE YOUNG	ARVADA	CO
38	1501848	MARK OLSON	DENVER	CO
39	1008244	ESTATE OF DARRELL SORESENSEN	MONTPELIER	ID
40	1592541	JEANETTE HOOD	HEMET	CA
41	2159493	ESMERALDA HENRIQUEZ	PALMDALE	CA
42	1881312	MONIQUE ADAM	OAKLAND	CA
43	1523851	MARY JESSEE	DPO	AP
44	1619673	ELIZABETH HANCOCK	NEWBERG	OR
45	2248216	JENNIFER DEHART	EUGENE	OR

COX, ET AL. V. CLARUS MARKETING GROUP, LLC, ET AL.

	GCG ID No.	Name	City	State	
46	1656748	SHERYL MCQUADE	WILBRAHAM	MA	*
47	2045171	BEVERLY OSHEA	NAHANT	MA	*
48	2282760	LINDSEY ITZKOWITZ	CHESNUT HILL	MA	*
49	1688841	SYLVIA GORDON	GREENWICH	CT	*
50	93	DANIEL LYONS	ROCKAWAY	NJ	*
51	1722887	SHARON RUSSELL	STATEN ISLAND	NY	*
52	1720714	ELLEN RADUTZKY	GREAT NECK	NY	*
53	1804721	THOMAS B. MCTIGHE JR	RED HOOK	NY	*
54	2240333	JENNIFER GLACKEN	PITTSBURGH	PA	*
55	1374216	RYAN NUCIFORA	WEST CHESTER	PA	*
56	1285820	MARGARET CARMER	ORLANDO	FL	*
57	2305629	ROBERT HORTON	CINCINNATI	OH	*
58	2063858	LISA STANBROUGH	WENTZVILLE	MO	*
59	2126490	NORMA KERN	HUTCHINSON	KS	*
60	1743463	LAWRENCE MCCLURE	STILLWATER	OK	*
61	1437526	JEREMIE JOSEPH	LA MIRADA	CA	*
62	2381227	JANISE A. WINGERTSON	LACEY	WA	*

* Indicates an invalid Exclusion Request

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on April 2, 2013 to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per Civil Local Rule 5.4, and that all parties herein are represented by counsel have consented to electronic service.

/s/ James R. Patterson

James. R. Patterson